

## Ari Teman

The Honorable Paul A. Engelmayer  
District Judge  
Southern District of New York

December 21, 2021

**RE: Motion for Sanctions against the Government for obstruction of justice:  
The Government KNEW Soleimani and Soon-Osberger/Hom were violating their subpoenas and hid it.**

The Defense issued a subpoena to Government witness Joseph Soleimani of ABJ Properties on December 23, 2019. It covered documents and discussions related to GateGuard and its employees and officers, which includes Teman. Soleimani replied with documents on January 15, 2020 at 5:43:14 PM EST.

Later on, after trial, in civil discovery in two cases we were presented with conversations and documents Soleimani had about Teman with MVI (defendants in *GateGuard, Inc. v. MVI Systems LLC* (1:19-cv-02472)) and Goldmont (defendants in *GateGuard, Inc. v. Goldmont Realty Corp.* (1:20-cv-01609)). Soleimani had not produced these responsive documents. There is no excuse for Soleimani not to produce these documents.

These previously-withheld documents, ***which the Government knew existed and acted to hide***, make clear that:

- (1) Soleimani knew that his internet connection was to blame for GateGuard having been offline (EXHIBITS J, N), because that same internet connection was causing issues with the replacement company's system *which he discussed in a group chat where he also discussed Teman, US v Teman, and GateGuard* meaning he was required to hand it to the Defense (EXHIBIT N). Soleimani and AUSA Bhatia knowingly lied to the jury multiple times telling them GateGuard did not work when it was Soleimani's internet connection which was faulty.
- (2) Soleimani had a history of not paying Intercom vendors, using the same excuses he used to avoid paying Teman's company, GateGuard, and in-fact was in debt to the replacement company by over \$13,000 (EXHIBIT J) and had refused to pay for more than a year,
- (3) Soleimani made proactive efforts to hide that he was knowingly breaching his exclusive agreement with GateGuard, meaning Soleimani was well-aware of the Terms and Conditions of GateGuard. Soleimani perjured on the stand in *US v Teman* regarding his knowledge of the GateGuard Terms.
- (4) Soleimani discussed the arrest of Teman and *US v Teman* with defendants in multiple federal civil trials *which had been filed based on GateGuard's Terms and Conditions* (EXHIBITS B, F),
- (5) Soleimani and his co-conspirators not only hid these communications and documents, but also made a proactive effort to avoid a paper-trail at times when discussing Teman, moving from WhatsApp chat to phone (EXHIBIT B),
- (6) Soleimani aided MVI, defendants in a trade secret theft suit filed by GateGuard (Teman) in gaining-access to and stealing proprietary information from GateGuard devices in exchange for discounts and revenue-sharing ,

(7) Soleimani had a revenue sharing agreement with MVI and was listed as a Certified Distributor in violation of his exclusive agreement with GateGuard, and Soleimani knew this, and even asked MVI to hide his and their logos, but still made sure to get credit for business referrals to MVI -- that is, Soleimani was acting as a *direct competitor to GateGuard* together with MVI,

(8) Soleimani reviewed terms and contract length in detail before ordering an intercom (EXHIBIT H, “- It doesn’t say anything about minimum terms, are there any? - what happens when they sell the property? These are q’s Joe has.”), and then failed to honor these written terms!

(9) Soleimani was willing to sign a contract for *twice the amount* per year for the knock-off service (MVI was \$1300/year/building), and \$3000+ for each device upfront. GateGuard’s low monthly fee was because the cost was spread over 10-30 years, not because it was a cheap device! (Smart intercoms are low-volume, high-quality items which cost a lot to design, manufacture and support.)

All of these, and other issues in the documents Soleimani hid would open him to cross examination, show he had a multi-million dollar incentive to have Teman falsely imprisoned, show he had a pattern of failing to pay vendors using the same excuses, show he *and AUSA Bhatia* falsely accused GateGuard of “not working” when he knew the cause was his internet connections and that he had far more issues with the replacement system. The jury would have seen Soleimani is a regular deadbeat who stiffed his intercom vendors and did not honor his agreements.

One of Soleimani’s co-conspirators, Leon Goldenberg (Goldmont Properties) admitted in a sworn deposition that he’d hoped the criminal case would cause Teman to be unable to sustain a lawsuit filed against him! (EXHIBIT C)

**Most critically, the Government KNEW Soleimani was violating his subpoena and hid it**

The Government knew Soleimani was in communication with MVI and Goldmont. The Government knew these communications existed *because* of the suicide note Your Honor addressed before trial. The Government withheld the paper trail of the suicide note. They knew Soleimani gave them the note, and that he got it from Taub and Goldenberg, as the attached WhatsApp chats between Soleimani and Taub (EXHIBIT B) and Goldenberg and Litchfield (EXHIBIT A) show. The Prosecution should have produced the paper trail before trial and informed the Defense that Soleimani provided the note and that he got it from Taub and Goldenberg.

The Government knew that Soleimani was conspiring and colluding with two entities that GateGuard had sued over its online terms (the same online terms in question in *US v Teman*) and hid this. The Government hid at least one interview with Abi Goldenberg (Goldmont officer) and with Attorney Simcha Schonfeld, joint attorney for Goldenberg, Taub, and Soleimani. We also know from the Soleimani-Taub WhatsApp chat that Soleimani hid at least one discussion (with a defendant in a Federal civil trial filed by GateGuard!) of a NY State lawsuit where GateGuard was seeking to enforce its online terms. We learned of these hidden interviews and missing 3500 notes after trial. Therefore the Government was hiding documents on its own, and not speaking up when it became aware that Soleimani was non-responsive to his subpoena.

The Government knew that the Goldenbergs were hoping to aid in putting Teman into prison to avoid paying a contract they signed worth nearly \$100,000 more than the alleged damages in *US v Teman*, and that GateGuard’s bank account was to be in the black long before trial -- had Goldenberg not breached their agreement. (EXHIBIT C). The Jury would have heard of a case with no damage to any bank.

**The Government also hid that Soon-Osberger and Hom were non-responsive to their subpoenas**

The Government did not disclose when it became aware that Soon-Osberger and Hom were non-responsive to their subpoenas, issued to them at the same time as Soleimani's by the Defense.

The Government had the ability and responsibility to know the role of their witnesses in the organizations they testified (falsely) to representing, including: (a) Soon-Osberger and Hom were no longer officers of 18 Mercer Equities, (b) they were terminated under allegations of fraud and of "sabotaging" the GateGuard device to avoid the bill (DOC 284, as provided by Shelly Jenkins Pecot to Your Honor), and (c) Signature Bank (which testified for the Government against Teman) also knew and hid that Soon-Osberger and Hom had been terminated and replaced (the signature card for the new board member(s) and management company were hidden from the defense), and thus that (d) Signature Bank also failed to properly respond to their subpoena and obstructed justice.

Had the Government not hidden that Soon-Osberger and Hom were terminated, the Defense could have cross-examined them on their alleged "sabotage" of the device, and subpoenaed the other shareholders, board members, and parties mentioned in the emails Soon-Osberger and Hom wilfully hid from evidence, despite them being covered by their subpoenas (which required they produce all documents relating to GateGuard and its employees and officers). These other parties would have provided these emails, showing Soon Osberger and Hom to be obstructing justice before trial.

Had Soon-Osberger and Hom been responsive to their subpoenas and included the emails (EXHIBITS D and E) the Defense could have shown that **Teman did explicitly warn the clients of the specific fees before the clients incurred the fees and long before they were drafted** (EXHIBIT E), and that **the clients discussed the Payment Terms and fees with each other in writing and wrote they believed they were "legally liable" for the fees** (EXHIBIT D). *The fundamental accusation of this case, that Teman hid the terms and didn't communicate them before drafting the fees, is false as shown in the written communications that Hom and Soon-Osberger and Soleimani hid!* As Shelly Pecot makes clear in her sworn statement to Your Honor, 18 Mercer was clearly warned by Teman and was aware that the contract allowed GateGuard to draft the fees from the accounts (RCCs). As Teman clearly communicated to his client his understanding at that time that the contract allowed the RCC's, providing critical evidence that there could not have been any mens rea.

The Defense could have also cross-examined Signature Bank as to why they were processing the chargeback request affidavit of Hom when she was not a lawful representative of 18 Mercer Equities and had been fired. This would have shown the incompetence or negligence of Signature Bank and put the responsibility for the damage against Bank of America onto the lies of the clients and the incompetence or negligence (or worse) of their banks. In fact, the Defense could have presented expert testimony that Signature Bank was required to reverse the chargebacks (as is Soleimani's bank required to reverse the chargebacks, given his fraud), leaving Bank of America without any damage.

**Summary**

The Government and its witnesses actively hid an abundance of exculpatory and impeachment evidence, including evidence Teman warned the clients very clearly in advance of the fees being drafted, and that the clients believed themselves to be "legally liable" for the fees.

It's also clear from the hidden evidence that GateGuard's online terms were discussed frequently and extensively by Soleimani, Soon-Osberger, Hom, with members of their organization and others. Contrary to

their testimony, and the false image presented by the Government, these terms were not hidden, but were discussed openly by Teman with the clients and then by clients with multiple parties *in emails and messages they intentionally hid from the defense!!!*

*The fundamental accusation of the case is completely false! Teman was upfront with the clients about the terms and fees, and the clients admitted to themselves they were “legally liable” (Mercer) and Soleimani asked for and was denied “a release” from GateGuard’s counsel.* Teman had just as much right to believe he was allowed to draft these fees!

Bank of America's shortage was avoidable several ways -- learned of after the trial and unrelated to Teman's RCC's, including proper chargeback handling by Signature, proving to Chase a pattern of fraudulent non-payment by Soleimani to intercom providers, and proper communication and procedures by the banks.

The Jury would have seen Teman had no mens rea to defraud his bank or his clients. The Jury would have seen that Soleimani, Soon-Osberger, and Hom were perjurers and fraudsters who intentionally hid evidence. They would have found *at least* reasonable doubt and Teman would have been acquitted.

A Defendant is entitled to a fair trial, which includes all responsive documents subject to subpoena. It certainly includes a trial where the *Government itself is not obstructing justice*, hiding evidence and interviews, as Mr. Bhatia and Mr. Gutwillig and their team clearly did.

Their behavior screams for an independent investigation of the full file in this case by a US Attorney's office outside SDNY, as does their hiding for half a year that AUSA Graham was able to eavesdrop on every attorney-client conversation of Mr. Teman's counsel *who had been hired to expose SDNY's disclosure violations and instead colluded with SDNY on a major one!*

Defendant therefore respectfully motions that Soleimani, Soon-Osberger, Hom, and the Government, including Mr. Bhatia, Mr. Gutwillig, Mr. Allesandrino, and Mr. Imperatore be sanctioned and ordered to pay all of Mr. Teman's legal fees and expenses related to this case, current and ongoing.

Defendant therefore also motions for the Government to be ordered to provide to the Defendant the full file(s) on Mr. Teman, *US v Teman*, and any and all internal communications, emails, chats, text messages, and the like. Because one of the AUSA's involved in willful disclosure violations against Mr. Teman is AUSA Graham, a close personal friend of Your Honor, Defendant respectfully requests and motions for the aforementioned motions and this matter to be heard before an independent Court who is not close personal friends with AUSA Graham or her husband.

Thank you,



Ari Teman, defendant Pro Se

**EXHIBIT A**

Goldenberg to Litchfield Whatsapp Chat

12/11/19, 7:15 PM - Yanky Litchfield: <Media omitted>  
Teman Suicide Note  
12/11/19, 7:21 PM - Abi Goldenberg: I sent this out today he sent it to me! I sent it to taub  
12/11/19, 7:22 PM - Yanky Litchfield: I guess this is going around  
12/11/19, 7:24 PM - Abi Goldenberg: Where did you get this from?  
12/11/19, 7:25 PM - Yanky Litchfield: My distributor  
12/11/19, 7:26 PM - Abi Goldenberg: So is it confirmed? Is it bd'e?  
12/11/19, 7:26 PM - Yanky Litchfield: I have no idea

(“bd’e” = Baruch Dayan HaEmet, Blessed is the True Judge, a phrase said upon someone’s death.)

EXHIBIT B

Soleimani and Taub Whatsapp Chat

b00277-278

[12/11/19, 1:07:54 PM] Samuel T: **Teman Suicide Note.pdf • 3 pages**  
<attached: 00000095-Teman Suicide Note.pdf>

[12/11/19, 1:09:17 PM] Joe Soleimani: **What is that??**

[12/11/19, 1:11:06 PM] Samuel T: **Just got this from another management company being sued by Teman. Teman sent it to him. Read it. You and I are personally mentioned.**

[12/11/19, 1:11:36 PM] Samuel T: **I wonder what his game is now, or if he will actually do it.**

[12/11/19, 1:30:05 PM] Joe Soleimani: **Thanks for sending**

[12/11/19, 2:05:10 PM] Samuel T:  
<https://lawandcrime.com/opinion/bizarre-no-stevie-nicks-contract-clause-takes-center-stage-in-nyc-legal-dispute/>

[12/11/19, 2:23:32 PM] Samuel T: <attached: 00000101-Abi Goldenberg.vcf>

[...]

[12/12/19, 10:34:52 AM] Samuel T: **Hi Joe. Please give me a call as soon as you can.**

**About Teman. Just need to be sure of something.**

[12/12/19, 10:35:05 AM] Samuel T: 30 seconds call

EXHIBIT C

Leon Goldenberg Deposition

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1 GOLDENBERG  
2 that as part of the strategy here when you were  
3 discussing with Abi how to -- how to handle this  
4 case whether, you know --  
5 A. No, I was hoping that that would  
6 impact him.  
7 Q. How do you mean?  
8 A. You know, if he's going to jail,  
9 going to be in jail, can't work, will it get him  
10 to drop the lawsuit. Obviously it didn't.  
11 Q. Okay. So your -- fair to say your  
12 hope was that if Mr. Teman went to prison, that  
13 would potentially resolve the -- this problem for  
14 you?  
15 A. Yes.

EXHIBIT D

Board member of 18 Mercer, Margaret Crimmins, tells Soon-Osberger she is "legally liable" for the fees outlined in the GateGuard contract:

From: Margaret <margaret@dogbarksound.com>  
Date: Mon, Oct 22, 2018 at 11:40 AM  
Subject: Re: Who moved the intercom at 18 Mercer?  
To: Bonnie Soon-Osberger <bsoon-osberger@metisource.com>  
Cc: Stephanie Phillip <shp83@hotmail.com>, bonnie soonosberger <bsoonosberger@gmail.com>, Mark Osberger <mark.axisfilms@gmail.com>, Angela Huang <ahuang30@gmail.com>, <traceytooker@hotmail.com>, <rwien@cbs.com>, Roberta Buldini <robi.buldini@gmail.com>, Cc: Jackie Monzon <jackie@crystalrmi.com>, Archie Davidson <inchfitness@aol.com>, <shelly.pecot@gmail.com>

We know who moved it. You told the men working on the lobby to move it. ( they told me) So I guess you're legally liable.

Sent from my iPhone

EXHIBIT E

Board member of 18 Mercer, Margaret Crimmins, outlines to all 18 Mercer Shareholders and Gina Hom (who also failed to produce this document in violation of her subpoena) the dates, amounts, and specific fees Teman warned the shareholders they would incur if they breached the agreement. There was *nothing* hidden or buried!

From: margaret <margaret@dogbarksound.com>  
Date: Mon, Dec 3, 2018 at 11:44 AM  
Subject: Re: How do we resolve this intercom situation?  
To: Jackie Monzon <jackie@crystalrmi.com>  
Cc: Tracey Tooker <traceytookerc@gmail.com>, Bonnie Soon-Osberger <bsoon-osberger@metisource.com>, shp83@hotmail.com <shp83@hotmail.com>, Shelley Pecot <shelly.pecot@gmail.com>, dick <rwiens@cbs.com>, robi.buldini@gmail.com <robi.buldini@gmail.com>, Caroline Cabrera <caroline@crystalrmi.com>, Gina Hom <gina@crystalrmi.com>

By 'the board' so you mean Bonnie and Stephanie? I'm a board member and I have no idea where things stand with the intercom.

**The last communications from Ari Teman:**

10/5 An e-mail from Ari stated that there was a 10 year contract and he would put a lien on the building.

10/22 The next e-mail from Ari stating that it would cost \$18,000 to disable the device and \$10,000 in collections if he wasn't paid in full.

**The last communication from Bonnie.**

10/22 An e-mail to Ari stating that he would hear from our attorney that week

And that's the only information the shareholders have. Are we involved in a lawsuit? Are we working on getting another intercom? Is there some reason the shareholders can't have this information?

Thank you,

Margaret

On Dec 3, 2018, at 10:16 AM, Jackie Monzon wrote:

The Board is working on this.

Jackie Monzon  
President  
1441 Broadway, Suite 5047  
New York, NY 10018  
646 569-5574

EXHIBIT F

Abi Goldenberg admits he spoke with the Government and Soleimani about Teman and GateGuard.

3. Identify each Person with whom You communicated concerning GateGuard.

**Response:** The Defendant objects to this Interrogatory as vague, ambiguous, overbroad and unduly burdensome. Without waiving the above objections, Defendant responds that he communicated with Leon Goldenberg, Samuel Taub, Rabbi Howard Jachter, attorney Jacob Rubinstein, attorney Ariel Reinitz, Ari Goldberg, Levi Herman, Joseph Soleimani and Daniel Alessandrino concerning GateGuard.

4. Identify each Person with whom You communicated concerning Ari Teman.

**Response:** The Defendant objects to this Interrogatory as vague, ambiguous, overbroad and unduly burdensome. Without waiving the above objections, Defendant communicated with Leon Goldenberg, Samuel Taub, Rabbi Howard Jachter, attorney Jacob Rubinstein, attorney Ariel Reinitz, Ari Goldberg, Joseph Soleimani and Daniel Alessandrino concerning Teman.

[5/18/18, 4:16:17 PM] Ben Kozuch: Who wouldn't!!!

[5/18/18, 4:16:32 PM] Samuel T: One other fun piece of information, one of the buildings we are going into next week, **currently has another intercom system there,**

**that we all know well.** Can anyone guess what system is being replaced with a

KeyCom??...

[5/18/18, 4:17:24 PM] Mahesh Sirisena: 🤔

[5/18/18, 4:17:55 PM] Mahesh Sirisena: Does anyone use resident portal? Anyone has

that info?

[5/18/18, 4:18:46 PM] Samuel T:

image omitted

[5/18/18, 4:19:09 PM] Samuel T: Sure. Plenty.

[5/18/18, 4:19:19 PM] Melissa Lachman: HA!!!!!!!!!

[5/18/18, 4:19:32 PM] Melissa Lachman: we are replacing Teman, that makes me extra happy

[5/18/18, 4:20:53 PM] Ben Kozuch: Seriously ?

[5/18/18, 4:21:01 PM] Ben Kozuch: He actually has a product

[5/18/18, 4:21:24 PM] Ben Kozuch: I thought he just eats popcorn all day

[5/18/18, 4:21:38 PM] Melissa Lachman: he just writes his name on other people's products 😅

[5/18/18, 4:22:45 PM] Avraham Seff: ↴

[5/18/18, 4:26:11 PM] Shragie David Aranoff: Big news. We are off to the races folks!

[5/18/18, 4:43:40 PM] Eli Ehrenfeld: Amazing. Have a great yom tov!

[5/21/18, 1:32:40 PM] Simcha Milworm: WOW NOW THATS WHAT I LIKE HEARING!!! we'll the good news is that I'll be back on track Tuesday morning

[...]

[5/22/18, 10:35:32 PM] Samuel T:

image omitted

[5/22/18, 10:36:00 PM] Samuel T: Google maps photo of 539 Lennox.

[5/22/18, 10:36:09 PM] Ben Kozuch: abj?

[5/22/18, 10:36:17 PM] Ben Kozuch: its an outdoor job?

[5/22/18, 10:36:18 PM] Ben Kozuch: oy

[5/22/18, 10:36:18 PM] Samuel T: Check out the intercom at the front door

[5/22/18, 10:36:34 PM] Samuel T: It's Teman!

[5/22/18, 10:36:35 PM] Ben Kozuch: hopefully theres no sun there

[5/22/18, 10:37:05 PM] Samuel T: True

[5/22/18, 10:38:09 PM] Samuel T: We will be testing the new outdoor screen tomorrow. It's supposed to be very sunny and 80 degrees. Hopefully this screen will

be good

[5/22/18, 10:38:33 PM] Ben Kozuch: Ha! should we get our own surveillance there

just in case he tries to vandalize

[...]

[5/24/18, 11:53:51 AM] Simcha Milworm:

image omitted

[5/24/18, 11:53:51 AM] Simcha Milworm:

image omitted

[5/24/18, 11:54:20 AM] Simcha Milworm: U can all say ur final good bye now

[5/24/18, 11:57:34 AM] Ben Kozuch: Ha!

**EXHIBIT H : Soleimani reviews terms before ordering an intercom**

image omitted

[5/30/18, 7:24:59 PM] Shragie David Aranoff: Sruli, Draft for ABJ... If this works,

we'd use this for quoting each job and have a 1-page contract cover on top

[5/30/18, 7:26:54 PM] Sruli Gold HSI: That's fine by me.

- It doesn't say anything about minimum terms, are there any?
- what happens when they sell the property?

These are q's Joe has.

[5/30/18, 7:28:21 PM] Shragie David Aranoff: Heading out now. Min term should read

1 yr. On the cover terms, would address sale and allow to be transferrable to

buyer

**EXHIBIT I : Soleimani discusses Terms more:**

[6/1/18, 1:54:09 PM] Shragie David Aranoff: Also, Sruli, I spoke with Joe ABJ this

am re terms. Answered some questions. Heads up he is going to call you about the

next project(s) - he wants to discuss the 3 keycoms on 2 buildings ... my sense is

he is looking for a steep discount on the extra KeyCom...

**EXHIBIT J : Soleimani owes \$13,000 for over a year, also has issues with other intercom**

[3/12/19, 3:10:24 PM] Samuel T: Hi Joe, we would really appreciate if we can get some payment towards your software? I know that we still haven't given you the newest product, and the hardware isn't perfectly stable on the outdoors, but we have been servicing it regularly, and it has been working 95% of the time, and 100% on most of the buildings. According to our records you currently owe us \$13k. Can you at least send us out some of that?

[3/12/19, 3:11:54 PM] Samuel T:

<attached: 00000032-PHOTO-2019-03-12-15-11-54.jpg>

[3/12/19, 3:13:36 PM] Joe Solemani: Yes sure ill send some out. When can we expect

everything to be 100% and the new systems to be installed?

[3/12/19, 4:16:27 PM] Samuel T: Unfortunately the ones that aren't 100% uptime, simply has to do with weather and internet related issues. Those units are just not 100% weatherproof unfortunately. All the software problems have been completely worked out many months ago, so that isn't the cause anymore. The only thing that will give it certain 100% uptime outdoors, is our new units that are carefully protected on every component. The BOLT has been available for 2 months already, and is selling very well, but the LITE is unfortunately in its 3rd revision now. The samples kept coming in from the factory with issues, so until it's perfect, we unfortunately can't make an order. The last thing I would want is more recalls. We are expecting the 3rd revision within a week or so, and if it's perfect we will place the first major order. As of right now, it's looking like the end of April unfortunately, but even that I cannot guarantee.

[3/13/19, 1:40:25 PM] Joe Solemani: can yoou email the invoices?

[3/13/19, 2:18:58 PM] Samuel T: Sure. Will have it sent out shortly.

**EXHIBIT K : Soleimani still owes \$13,000 for over a year, also has issues with other intercom**

000275

[4/8/19, 9:00:45 PM] Samuel T: Hi Joe, I'd like to change out your KeyComs, and still service the other ones until the lite unit finally comes in, **but we really need to get some payments on your account. Can we get \$10k of the ~\$13k owed?**

[4/8/19, 9:02:50 PM] Joe Solemani: That's great. When will that happen? **We need to discuss the invoices as all units have not been working. We had an understanding that we would not be charged from day 1 rather when they are working**

[4/11/19, 6:10:42 PM] Samuel T: Joe, I really want to service your units, and switch them out to the new ones, but **I really need to get some payments already.** I never said that you don't need to pay for any of them, until ALL of them work perfectly. That makes no sense. **You have 10 buildings installed, and you have sporadic problems pretty much only on 3 of them. The rest all work. Can't you at least pay all the other ones in full? At least make some payments.**

[4/11/19, 6:38:41 PM] Joe Solemani: **It's more than 3 devices. 1652 Park is the only one without issues.** We have been extremely patient and have waited a very long time for the "outdoor" units. We want a guaranteed time of replacement and a guarantee

of when everything will be running 100%. We can tie any payment plan into that.

[4/11/19, 7:43:45 PM] Joe Solemani: If you want to discuss over the phone I'll be

in the office tomorrow until about 1.

Thanks

**EXHIBIT L : Soleimani complains all of replacement (knock-off) company MVI's devices do not work**

**000159**

From: Joseph Soleimani <joe@abjny.com>

Date: Tue, Apr 16, 2019 at 3:29 PM

Subject: Update

To: Shragie Aranoff <shragie.a@mvisystems.com>

1. 100 W. 138th Street - system goes down monthly
2. 102 W. 138th Street - has been good since October.
3. 1652 Park Avenue - up and running smoothly
4. 2041 7th Avenue - not used as primary access as other systems are not working 100% yet
5. 2261 7th Avenue - intercom function has been an issue since the beginning and still an ongoing issue
6. 2269 7th Avenue - system goes down monthly
7. 2273 7th Avenue - constantly going down, waiting on replacement
8. 342/346 Lenox Avenue - system goes down often, waiting on replacement
9. 539 Lenox Avenue - has been replaced several times, goes down very often
10. 56. W. 127th Street - not used as primary access as other systems are not working 100% yet
11. 90 E. 18th Street - not used as primary access as other systems are not working 100% yet

**EXHIBIT M : Soleimani still didn't pay! Right before Passover ("Pesach")!**

000152

From: Samuel Taub <samuel.t@mvisystems.com>

Date: Wed, Apr 17, 2019, 2:56 PM

Subject: Re: Update

To: Joseph Soleimani <joe@abjny.com>

Cc: Gitty Rosenberg <gitty.r@mvisystems.com>, Simcha Milworm <simcha.m@mvisystems.com>,

Shragie Aranoff <shragie.a@mvisystems.com>

Hi Joe,

We have reviewed your list, and have provided our position on all the locations below.

Regardless, as a company, we simply are unable to continue servicing your units, if we aren't paid for at least the services provided till now. It's been a year already on some buildings, and we simply cannot continue to give free software service, as well as unlimited FREE hardware service.

In order for us to continue servicing you the way we have been doing over the past year, and to provide for you brand new KeyCom BOLT units for buildings, we must receive a payment of at least \$10k of the \$13k owed, before Pesach, via a wire transfer.

We are sorry that you felt that you would be entitled to completely free software product, as long as there is any issues at all, on any of the buildings with outdoor units, but that was never the case, and we are sorry if we gave you that impression. The software fees are our lifeblood, and we unfortunately cannot forgo that just because a KeyCom in one of the buildings has an issue for a short amount of time.

Of course we are open to working with you, on giving you some discounts for the few times the KeyComs had some glitches, but to not pay anything, simply doesn't work for us.

000156

On Wed, Apr 17, 2019 at 3:30 PM Joseph Soleimani <joe@abjny.com> wrote:

Sam,

I just tried calling you again. I realize you are very busy and probably preparing for Pesach as well. I would like to discuss over the phone as it seems as though the messages are not being communicated properly. No one is asking for a free ride here. We are simply asking for a working product or a timeline of a working product. Obviously there were many issues and we jointly worked together to try and resolve them. We have had many instances where tenants were locked out of the building which is why we didn't switch on a few of the newer systems until ALL issues were resolved. That would be irresponsible and negligent on our end. Again, I think the message came across wrong, WE ARE NOT LOOKING FOR A FREE RIDE. We understand that we were guinea pigs from the beginning and were open to assisting you without asking for any compensation whatsoever. I have personally spoken to VC firms as requested and have only given positive feedback. Please understand the urgency in that several properties do not have a functioning system currently and tenants are being locked out of the building.

If you want to work something out, lets do that but please give me a call to discuss.

Thank You

**EXHIBIT N : Soleimani and MVI discuss Teman, US v Teman and the MVI systems not working in same document (MVI/ABJ group chat)**

**000406**

[7/16/19, 2:42:42 PM] Joe Soleimani: Please advise on the status of the replacement systems. We are still having major issues

[7/16/19, 2:42:46 PM] Joe Soleimani: We can not go on like this any longer

[7/17/19, 10:32:23 PM] Nati Ahranoff:

image omitted

[7/18/19, 12:00:36 PM] Samuel T: This needs to be taken care of by the dealer. The power supply most likely burnt out by the lightning surges.

[7/18/19, 12:01:09 PM] Samuel T: That's if they didn't put it behind a power surge Protector.

[7/18/19, 12:01:58 PM] Samuel T: We expect them to come in within the next few weeks.

[7/18/19, 12:02:38 PM] Joe Soleimani: Can you please guarantee a date? We have systems that are not working and dont want to be forced to replace with other systems.

[7/18/19, 12:13:14 PM] Samuel T: Hard for me to guarantee anything, since it's not under my control. The factory in China had an issue with the order originally, something with the components being the wrong size, and that made a long delay. They are now telling me that they should start coming in within the next month. I can't guarantee anything unfortunately until I see it. We made a large order, so hopefully this will last for a while.

[7/18/19, 10:38:11 PM] Nati Ahranoff:

image omitted

[7/19/19, 10:59:34 AM] +1 (917) 407-5977: 90 east- tenants are complaining they cannot buzz ppl in

[7/19/19, 10:59:39 AM] +1 (917) 407-5977: Not an internet issue

[7/19/19, 10:59:45 AM] +1 (917) 407-5977: Please advise.

[7/19/19, 11:01:48 AM] Samuel T: We have no connection to it. It does look like the internet is down. It's offline.

[7/19/19, 11:03:28 AM] Samuel T: This unit was offline until this morning, so thereis nothing we could have done. It's now back online.

[7/19/19, 12:07:42 PM] Simcha Milworm: I'm gonna spin by in a few (though keep in mind moving foward an issue like this is something the dealer has to go back for not MVI)

[7/24/19, 8:20:25 AM] Samuel T:

<https://therealdeal.com/2019/07/23/proptech-exec-ari-teman-arrested-on-bank-fraud-charges/>

[7/25/19, 5:31:53 PM] - +1 (917) 407 5977 left

[8/6/19, 9:15:12 AM] Joe Solemani: 1652 Park is not working

## 000407

[8/19/19, 9:40:38 AM] Joe Solemani: Can you please confirm when our systems will be working properly? We have been super patient for a very long time. Thank You

[...]

[8/19/19, 10:06:42 AM] Nati Ahranoff: 2041 has been dealing with this issue for far too long- please fix today. If not fixed ASAP we will have to swap it out with another intercom. I cant keep having tenants calling me on weekends because they are locked out.

## 000408

[8/27/19, 2:59:04 PM] Joe Solemani: Any update please?? We need firm dates on all systems. We will have no choice but to replace them ourselves.

## 000276

[9/12/19, 10:38:38 AM] Samuel T: **Are you available?**

[9/12/19, 3:54:13 PM] Joe Solemani: sorry i missed you - are you available soon?

[9/12/19, 4:16:39 PM] Samuel T: Yeah. Just give me a call.

000415

[11/5/19, 11:01:22 AM] Joe Solemani: We are still waiting for 2041 7th Avenue to work. **At this time we will request that the system be returned and our money refunded for this system.**

[11/5/19, 11:01:24 AM] Joe Solemani: Thank You

000276

[11/6/19, 12:33:57 PM] Samuel T: Any time to talk today?

[11/6/19, 4:11:46 PM] Joe Solemani: Hey- are you free within the next 20 minutes or

so

[11/11/19, 1:24:17 PM] Samuel T: Available now?

[11/11/19, 1:24:28 PM] Joe Solemani: sure, call my cell

000277-278

[12/11/19, 1:07:54 PM] Samuel T: **Teman Suicide Note.pdf • 3 pages**

<attached: 00000095-Teman Suicide Note.pdf>

[12/11/19, 1:09:17 PM] Joe Solemani: **What is that??**

[12/11/19, 1:11:06 PM] Samuel T: **Just got this from another management company being sued by Teman. Teman sent it to him. Read it. You and I are personally mentioned.**

[12/11/19, 1:11:36 PM] Samuel T: **I wonder what his game is now, or if he will actually do it.**

[12/11/19, 1:30:05 PM] Joe Solemani: **Thanks for sending**

[12/11/19, 2:05:10 PM] Samuel T:

<https://lawandcrime.com/opinion/bizarre-no-stevie-nicks-contract-clause-takes-center-stage-in-nyc-legal-dispute/>

[12/11/19, 2:23:32 PM] Samuel T: <attached: 00000101-**Abi Goldenberg.vcf**>

[...]

[12/12/19, 10:34:52 AM] Samuel T: **Hi Joe. Please give me a call as soon as you can.**

**About Teman. Just need to be sure of something.**

[12/12/19, 10:35:05 AM] Samuel T: 30 seconds call